## Mid Atlantic VINELAND

SALES ORDER

551 N. HARDING HWY VINELAND, NJ 08360 856 607 1/1/

FREEHOLD 212 MONMOUTH RD. FREEHOLD, NJ 07728 732-780-4600

TOTOWA 200 BOMONT PLACE TOTOWA, NJ 07512 973-785-4900

For Everything Under Construction 856-697-1414								732-780-4600 973-785-4900						
							TERMS: CASH				FINA	INCE		
South Jersey Port Corporation  101 Joseph A, Balzano Boulevard											RATE		TERM	
								CNH Capi SPECIAL FINA	ital ANCING TERI	MS:	Munio	Municipal		
	101 303	epii A, Baizano i	Duitvaid	<u> </u>			REQ. DELIVERY		RY DATE:		CUSTOMER PICKUP		SOLD BY	
	Camden NJ							Factory			DEALER DELIVERY		Bob T.	
Date Account Number County			County Camde	n	Contact Pe	erson			Phone			Customer P.O.	.#	
	N- NEW U-USED									STC	OCK			
QTY	R-RENTAL	MANUFACTURE	<u>E</u> R	MOI		SE	SERIAL NUMBER			NO TD			PRICE	
One	New	Case		580 N		Coursewal	" C.	TBD	MAO CNILL	TB		\$145,200.00		
	<del> </del>	<del> </del>		Discou	nt 3/%	Sourcewei	il Cc	onrtact # 32	.119-CNH	(\$53,72	24.00)	\$91,476.00		
	├──	<del></del>		Pr	rep and delivery			-		\$2,827.00				
	<del> </del>	60 Month Lease					Lease Payment \$1,738.80				$\dashv$		ΨΣ,021.00	
		000	Jues		<specia< td=""><td>L INSTRUCT</td><td></td><td></td><td>50.55</td><td></td><td></td><td></td><td></td></specia<>	L INSTRUCT			50.55					
			ket, Cab wit	th heater - <i>i</i>	AC - Bluet d start, Ric	ooth radio - de control, C	clot Comi	th suspension fort Steer		p-over F	Pads	Jucket,		
		ser hereby bargains,									1. SALE PRICE		\$94,303.00	
below.	Illes and ce	Allies it to be nee a	Illu Ulcai Oi	Hens, enc	ulliblance	ance, and security interests except to the extent					2. FREIGHT		\$0.00	
YEAR		MAKE	MODE	MODEL			SERIAL NUMBER TRADE AM		MOUNT 3. SUB		OTAL	\$94,303.00		
	<u> </u>				↓				4. LESS		TRADE	\$0.00		
				<u> </u>	TO	T A I	TD / DE	-		5. RENT				
OUT	STANDING LO	HTIW NAC	ACCOL	UNT NUMBER		(LIN	TOTAL TRADE (LINE 4)			\$0.00 <mark>6. ADJU</mark>			\$94,303.00	
								NDING BAL. INE 12)	 	\$0.00	7. SALE	:S TAX ).000%	\$0.00	
CASE PRO CARE:							8. FED EXCISE TAX							
WARRANT											9. DOC.	FEES	\$450.00	
✓	NEW (mfg)		_			USED-AS IS:	SED-AS IS: No warranty expressed or implied				9. TOTA	AL COST	\$94,753.00	
"ALL WAD	OTHER:	Terms & Conditions		יייין וייין סדו	"ED THAN			•		•	10. CAS	SH DOWN NT	•	
DEALE	RS, AND ONL	ANY BY A MANUFACTU LY SUCH MANUFACTU DEALER FURNISHES I	JRER OR OTH	HER SUPPLII	ER SHALL E	BE LIABLE FOR	R PE	ERFORMANC	E UNDER SU	CH		ANCE DUE CHASE)	\$94,753.00	
ITS O	WN BEHALF	. DEALER HEREBY DIS	SCLAIMS ALI	_ WARRANTI	ES, EXPRE	SSED OR IMP	ΊLΙΕΓ	), INCLUDING	ANY IMPLIE	D	40.01.17			

1. Read this contract before you sign it.

NOTICE 2. You are entitled to and exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER

AND ON ALL USED PRODUCTS WHICH ARE HEREBY SOLD "AS IS- NOT EXPRESSLY WARRANTIED OR GUARANTEED". ALL

WARRANTY REPAIRS MADE UNDER THIS AGREEMENT WILL BE MADE AT THE GROFF TRACTOR NEW JERSEY, LLC SERVICE

FACILITY. THE CUSTOMER IS RESPONSIBLE FOR ALL HAULING CHARGES TO AND FROM THE GROFF FACILITY.

TO BUYER

3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.

4. The additional terms and conditions set forth on the reverse side are a part of this contract and are incorporated herein by reference.

5. Seller retains a security interest in the purchased goods until the price is fully paid.

ceptea	for G1 wid Atlantic, LLC			Puro	nased by:					
						Company Name				
BY:				X:	X:					
	Groff Tractot NJ Signature	Title	Date	_	Purchaser Signature	Title	Date			

\$0.00

\$94,753.00

12. OUTSTANDING

13. TOTAL UNPAID

**BALANCE** 

BAL. OF TRADE

## **Terms and Conditions**

INITIALS

- **1. PRICES:** All Prices quoted herein are exclusive on and City, State or Federal taxes on manufacture, sales, use and the like. Whenever applicable, the buyer shall be solely responsible for payment thereof.
- 2. **PAYMENT:** Payments shall become due in accordance with the terms hereof. Finance charges are subject to rate approval by financial institutions. The terms of sale are subject to credit approval and seller may, at any time prior to delivery, modify the terms of payment originally specified to assure prompt payment for the equipment ordered.
- **3. SECURITY INTEREST:** Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by buyer. Buyer agrees to sign and deliver to seller any additional security agreement required by seller. Buyer hereby appoints seller as buyer's agent to sign and cause to be filed on behalf of buyer any and all financing statements deemed necessary by seller to perfect the security interest granted by buyer to seller hereunder.
- **4. WARRANTY:** Seller warrants each new product within the time period or hourly limitation established by the manufacturer thereof. Seller's sole obligation under this warranty shall be limited to repairing, replacing or allowing credit for, at seller's option, any part or component which under normal and proper use and maintenance proves defective in material or workmanship.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM. USED PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM.

FURTHER, THERE ARE NO ORAL OR WRITTEN PROMISES, TERMS, CONDITIONS, REPRESENTATIVES OF QUALITY OR FITNESS FOR ANY PURPOSE OR WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THESE PRODUCTS, OTHER THAN THOSE CONTAINED HEREIN IN WRITING. IF ANY.

BUYER AGREES TO INDEMNIFY AND HOLD TO SELLER HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES BASED UPON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING OUT OF OR ATTRIBUTABLE TO THE USE OF SAID MACHINERY.

- **5. DEFAULT AND REPOSESSION:** If buyer shall default in the performance of any of the terms, covenants and conditions of this Agreement, seller may declare the full amount due and payable without notice or demand and may repossess the equipment. Buyer agrees to pay attorney's fees in the amount of twenty percent (20%) of the amount due and payable, together with any other expenses incurred. Buyer shall be responsible for any expenses incurred by seller or its agents repossessing any item of equipment.
- **6. DELAYS:** Seller may not be liable for loss or damage due to delay in delivery, resulting from any cause beyond seller's reasonable control including, but not limited to, acts of God, acts of omissions of the buyer, acts of civil or military authority, fire s, strikes, factory shutdowns or alterations, embargos, war, riot or delay in transportation.
- **7. INSURANCE:** The buyer shall at his own expense, but in the name for and in the benefit of the seller, insure said equipment against loss that may occur or be caused by fire, flood, explosion, theft or otherwise and liability of any and every kind until the selling price is paid in full by the buyer.
- **8. CANCELLATION:** Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by the seller against any loss resulting there from.

the seller against any loss r	resulting there from.		

## **SALES ORDER**



For Everything Under Construction

✓ **VINELAND**551 N. HARDING HWY

VINELAND, NJ 08360

856-697-1414

FREEHOLD

212 MONMOUTH RD.
FREEHOLD, NJ 07728
732-780-4600

TOTOWA 200 BOMONT PLACE TOTOWA, NJ 07512 973-785-4900

South Jersey Port Corporation  101 Joseph A, Balzano Boulevard  CAMDEN, NJ 08103						TERMS	S:	CASH	✓ FINANO	CE			
							FINANCE CO:				TERM		
							CNH Capital SPECIAL FINANCING TERMS:			nal	Net 30		
							<b>!</b>			Municip		SOLD BY	
							REQ. DI	REQ. DELIVERY DATE:			JSTOMER PICKUP SOLD BY EALER DELIVERY BOB T		
Date		Account Number	County		Contact Po	erson	rson Phone			Cus		O. #	
5/14	/2021		CAMDE	:N									
QTY	N- NEW U-USED R-RENTAL	MANUFACTURE	- P	MOD	)EI		SERIAL NU	MRED	STO	CK NO.		PRICE	
1	New	Case			821G		TBD			BD	\$389,457.00		
		SOURCEWELL					38% Discoun	t off list	\$ (147	\$ (147,994.00)		\$241,463.00	
		#032119	9			,	5070 B1000an		Ψ (	,001100)		Ψ2+1,+00.00	
						_	DED AND DE	LIVEDY				¢2 207 00	
-	***60 MONTH LEASE					PREP AND DELIVERY			<del></del>		\$3,387.00		
						\$4,501.49per Month \$1 Purchase Option							
		<u> </u>			<speci< td=""><td>AL INST</td><td>RUCTIONS&gt;</td><td>Ориоп</td><td><u> </u></td><td></td><td></td><td></td></speci<>	AL INST	RUCTIONS>	Ориоп	<u> </u>				
						_	21G ZBAR						
		ALL STANDARD	EQUIPMEN	IT INCLUDI	ING THE	FOLLOV	VING: LIMITEI	O SLIP DIFFS ,	R/L HE	ATED MIF	RRORS		
	LED	LIGHT PKG, REAR	VIEW CAM	IERA, STA	NDARD	HYD STI	EERING, JOY	STICK W/ 1 AI	JX; STD	FENDER	RS L/R/STE	EPS	
		23.5R25 L3 TIRE	S W/ 3PC F	RIM, JRB C	OUPLER	R, 4.0 CY	D BKT, 4 CO	RNER STROB	ES, HE	ATED AIF	R SEAT		
		** 6	0 Month Le	ase Leas	e Payme	ent: \$4,5	01.49 per mo	onth \$1 Purch	ase Opt	ion			
		ser hereby bargains								1. SALE P	RICE	\$244,850.00	
and warranties and certifies it to be free and clear of liens, encumbrance, an below.				e, and se	curity interests	curity interests except to the e		2. FREIGH	łТ	\$0.00			
YEAR		MAKE	MODE	EL SERIA		SERIAL	NUMBER	R TRADE AM		3. SUBTOTAL		\$244,850.00	
									\$0.00	4. LESS T	RADE	\$0.00	
										5. RENTS	PAID		
OUTSTANDING LOAN WITH		OAN WITH	ACCOUNT NUMBER				TOTAL TRADE (LINE 4)		\$0.00		TED PRICE	\$244,850.00	
							OUTSTANDING BA OWED (LINE 12)	AL.	\$0.00	7. SALES	TAX .000%	\$0.00	
CASE PRO CARE: _ 3YR / 2000HR w/ 3YR Sitewatch						OWED (LINE 12)		ψ0.00	8. FED EXCISE TAX		ψ0.00		
		KE31K/2000HI	WISIKS	ntewaten						9. DOC. F		£450.00	
WARRAN	-									9. TOTAL COST		\$450.00	
	NEW (mfg)	Case 3-years or	3000-hours	<u> Premier</u>	•	USED-AS	S IS: No warranty	y expressed or in	nplied			\$245,300.00	
	OTHER:	Terms & Conditions								10. CASH PAYMENT			
	,	ANY BY A MANUFACT LY SUCH MANUFACTU						,		11. BALAN			
		DEALER FURNISHES								(PURCH		\$245,300.00	
		. DEALER HEREBY DIS CHANTABILITY OR FIT								12. OUTS	TANDING		
		PRODUCTS WHICH AR										\$0.00	
								FOR NEW JERSEY, LLC SERVICE 1			L UNPAID	¢245 200 00	
		CUSTOMER IS RESPO		ALL HAULIN	NG CHARG	ES TO AN	D FROM THE G	RUFF FACILITY.		BALANC	<u> </u>	\$245,300.00	
NOTICE	2. You are e	ntitled to and exact and	completely fille	ed in copy of	this contrac	ct when you	u sign it. Keep it t	o protect your lega	al rights.				
TO BUYER	3. Purchase	r acknowledges receipt onal terms and condition	of a fully comp	leted copy of the reverse s	this contra- side are a n	ct and Pur	chaser waives no contract and are i	otice of the accept	ance or re	ejection of th	nis order by th	ne seller.	
	<ol><li>Seller reta</li></ol>	ins a security interest in	the purchased	d goods until					-				
Accepted	for GROFF	TRACTOR MID AT	LANTIC, LI	_C			Purchased by:						
BY:								X:			Company Na	me	
2	Groff Tractot N.	Signature	Title		Date		-	Purchaser	Signature		Title	Date	

## **Groff Tractor Mid Atlantic, LLC Terms and Conditions**

**INITIALS** 

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- 4. WARRANTY: Seller warrants each new product within the time period or hourly limitation established by the manufacturer thereof. Seller's sole obligation under this warranty shall be limited to repairing, replacing or allowing credit for, at seller's option, any part or component which under normal and proper use and maintenance proves defective in material or workmanship.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HERBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM. USED PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM.

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